

Speaker/Moderator Participation Agreement

This Speaker/Moderator Participation and Content Submission Agreement (“Agreement”) is entered into by and between Institute of Scrap Recycling Industries, Inc., a Delaware nonstock corporation, with its principal office located at 1250 H Street, NW, Suite 400, Washington, DC 20005 (“ISRI”) and the individual noted in this online form (“Speaker”). ISRI and Speaker may each be referred to as a “Party” and together as the “Parties.”

Based on mutual consideration, the receipt and adequacy of which is mutually acknowledged, the Parties agree as follows:

1. Speaker hereby agrees to present an educational session (the “Program”) at the agreed upon date, time and location.
2. Speaker agrees that s/he has read and agrees to fulfill the expectations set forth by ISRI event organizers.
3. Speaker agrees to present the Program at the established date and time, however, ISRI may alter the time upon notice to Speaker.
4. Speaker hereby agrees to provide all materials requested by ISRI for use in promoting the Program, including but not limited to the Speaker’s photograph, biography, and prepared introductions, on or before the date specified by ISRI. Speaker hereby authorizes ISRI to use his or her name, likeness, photograph and biographical data in connection with the use and promotion of the Event and the Program.
5. Speaker agrees to comply with all Program-related deadlines provided to him/her by ISRI, including but not limited to deadlines for handouts, Program materials, A/V requests, etc. Any such handouts or Program materials shall be professional, non-commercial in nature and specific to the topic of the Program. Speaker agrees that slideshow presentation(s), if any, will be formatted in PowerPoint or Prezi. ISRI reserves the right to edit the title, description, and Program materials as necessary.
6. Speaker agrees to refrain from any reference of Speaker’s company’s products or services or products and services provided by any companies with which Speaker has a business relationship or will profit from, or include any information that would be considered marketing; all content is to be educational. During the Program, Speaker agrees not to engage in any type of promotional marketing or selling of any product or service and Speaker will not disparage ISRI in any way.
7. Speaker hereby grants to ISRI a royalty-free, perpetual, irrevocable, transferable license to use, reproduce, publish, modify and distribute in print, electronically, online, or in any other format, now or hereafter existing, Speaker’s Program (including the presentation, handout materials, and any other written or electronic materials provided in connection with the Program) in whole or in part, for commercial or non-commercial purposes, with appropriate attribution to Speaker. Speaker acknowledges and agrees that this license does not change the fact that Speaker retains copyright ownership of the Program, and does not prohibit the Speaker from using the Program in any way or from allowing others to use it.
8. Speaker authorizes ISRI to tape or otherwise electronically or digitally capture Speaker's Program and consents to such subsequent use, display, sale or rebroadcast as ISRI may make. Speaker acknowledges and agrees that ISRI will be the sole copyright owner of the recording and can distribute and sell it, along with any supporting materials. Upon request, ISRI will provide Speaker with one complimentary copy of the recording, however, Speaker agrees not to sell, distribute, stream over the Web, or otherwise use the recording in any way other than for Speaker’s personal, archival use, except with the prior written consent of ISRI.

9. Speaker warrants and represents, to the best of Speaker's knowledge, that (a) nothing in Speaker's Program or the materials provided in connection with the Program violates any proprietary or personal rights of others, including, without limitation, any copyright, trademark or privacy rights, and (b) the Program and materials are factually accurate and contain nothing libelous, defamatory or otherwise unlawful, (c) the Program is Speaker's own original work, and (d) Speaker has the full authority to enter into this Agreement and has obtained all necessary permissions or licenses from any persons or organizations whose material is included or used in the Program. Speaker agrees to indemnify and hold harmless ISRI, its affiliates and sublicensees, and their respective officers, directors, employees, and agents, from any and all breaches of these representations and warranties.
10. Speaker agrees to maintain a professional demeanor and professional conduct, including refraining from improper language or conduct. Professional conduct and language shall be determined in the sole reasonable judgment of ISRI.
11. Speaker agrees s/he will not hold ISRI responsible in any manner for any loss or liability caused by third parties not acting under ISRI's direction and control. **IN NO EVENT SHALL ISRI BE LIABLE FOR ANY LOSS OF LIFE, INJURY TO PERSON OR DAMAGE TO PROPERTY OF SPEAKER NOT SOLELY CAUSED BY ISRI'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**
12. Speaker agrees to indemnify, defend and hold harmless ISRI, its officers, directors, employees, and agents from any and all losses, claims, demands, liabilities, expenses (including but not limited to reasonable attorneys' fees and related costs), damages, suits, judgments and causes of action of any nature, arising out of or as a result of the ordinary negligence, gross negligence, or willful misconduct of Speaker, including any actual or alleged defamatory or slanderous statements made by Speaker during the course of the Program.
13. The parties agree and acknowledge that proposed Program dates set forth herein are subject to change at ISRI's sole discretion. The parties further agree that notification of changes to a proposed Program date may be made and confirmed via email or facsimile communications between the parties.
14. The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulation, disaster, strikes, civil disorder, terrorism, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to provide the Program or hold the Event. This Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other as soon as is reasonably practicable after the occurrence of such event.
15. The relationship of Speaker to ISRI is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As such, Speaker shall comply with all laws and assume all risks incident to its status as an independent contractor.
16. This Agreement constitutes the complete understanding between the parties and supersedes any prior understanding, if any, between them. No modification or amendment, nor any promise, waiver or representation shall be valid or binding unless made in writing and signed by the party to be bound. This Agreement is not valid until executed by all parties. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

By submitting this form, you signify that you understand and agree to all terms as written.